

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

AIMEE SMITH,

Plaintiff,

v.

KENTUCKY FRIED CHICKEN,

Defendant.

Case No. CV-2:06-CV-00027-CSC

DECLARATION

I, Rose Brown, declare under penalty of perjury the following:

1. I am over the age of 18 years.
2. I have worked for KFC or its parent company Yum! Brands, Inc. since 1992.

From in or around May 2000 to in or around January 2005, I worked in the position of Human Resources Specialist for KFC. I currently work in the position of Employment Practices Consultant.

3. In the position of Human Resources Specialist and my current position, I am familiar with KFC employment policies and practices.

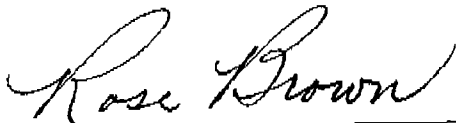
4. KFC policies requires that when any applicant is seeking a job with KFC, he or she must complete the KFC application. All KFC's employment applications contain a section binding the applicant and KFC to arbitration of employment-related disputes.

5. KFC policies require that when new employees are hired, they must complete the personnel file jacket. The jacket is a manila file folder, on which numerous KFC policies or required agreements have been printed on the front and back.

6. Attachment A contains copies of all of the sides of Plaintiff's personnel file jacket. One page of Attachment A is dated March 5, 2003, which was Plaintiff's date of hire with KFC.
7. Attachment B are documents that are contained in Plaintiff's personnel file.
8. Melvonnia Knight worked for KFC from January 29, 2002 until in or around February 2004.
9. Melvonnia Knight was promoted to shift supervisor trainee on April 15, 2003, and was later was promoted to shift supervisor.
10. KFC does not have a position titled "shift manager."
11. KFC's shift supervisors are not members of salaried management; are paid on an hourly basis; are entitled to, and receive, overtime pay; and have no authority to hire or fire.
12. In July 2004, I responded to a request from the United States Equal Employment Opportunity Commission (EEOC) requesting copies of personnel files for four employees, one of whom was Melvonnia Knight. These personnel files were kept by KFC in the course of its regularly conducted business activity. Attachment C hereto (containing copies of Ms. Knight's personnel file jacket) was among the documents produced to the EEOC in July 2004.
13. Attachment D hereto contains the personnel file jacket of Michelene Ralls, kept by KFC in the course of its regularly conducted business activity.
14. Attachment B contains Plaintiff's two-page employment application. It is the only employment application that was or is contained in her personnel file

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on: March 24, 2006



Rose Brown

ATTACHMENT A TO EXHIBIT 3

Smith

Restaurant #

Name
Linnee

Employment Date
3/8/03

Termination Date

1175349

ACNE-301630

Employee File Folder

What is your title?

- ☐ Team Member
- ☐ Shift Leader
- ☐ Delivery Driver
- ☐ Assistant Unit Manager
- ☐ Restaurant General Manager
- ☐ Management Trainee

This Personnel File Must Contain:

- ☐ Yellow copy of the completed Employment Application
- ☐ Receipt of Employee Handbook
- ☐ Completed I-9 Form
- ☐ Completed W-4 Form
- ☐ Employment Inventory
- ☐ Interview Guide
- ☐ Work Permit (if required)
- ☐ Trends Mates Shoe Program form (voluntary)
- ☐ Food Handling Permit (if required)
- ☐ Signatures (where required on this file folder)

Hired (new employee)?

The original W-4 and copy of the mailed insurance ID to the RSC



Cleanliness
Hospitality
Accuracy
Maintenance
Product Quality
Speed

ALL EMPLOYEES must fill out and sign these forms:

- ☐ Employment Application
 - ☐ I-9 Form
 - ☐ W-4 Form
 - ☐ Employee Handbook Receipt (from the handbook)
 - ☐ Sexual Harassment Policy Statement
- All Shift Leaders, Management Trainees, Assistant Unit Managers, and Restaurant General Managers must fill out and sign these forms:**
- ☐ KFC Restaurant Cash and Security Guidelines
 - ☐ New Hire Profile (RGM, AUM, and Management Trainees only)

ALL EMPLOYEES must sign these areas on the Employee File Folder:

- ☐ KFC Hours Worked and Meal Break Policy
 - ☐ KFC Equipment Restrictions
 - ☐ KFC Uniform Agreement
 - ☐ Hazardous Communication Training
 - ☐ Agreement to Arbitrate
 - ☐ Employee's Agreement Concerning Confidential Information
 - ☐ Sexual Harassment and Discrimination Policy
 - ☐ Receipt of Employee Handbook
- All Team Members and Delivery Drivers must sign this area on the Employee File Folder:**
- ☐ Cash Control for Team Members and Delivery Drivers

SmithName Linnee Smith Restaurant # _____Employment Date 3/15/03 Termination Date _____**KFC Equipment Restrictions**

I understand that employees under 18 cannot:

- Operate a motor vehicle for company business or work as driver helpers.

- Operate a power-driven bakery machine like the Hobart mixer.
- Clean, operate or maintain the Hobart food chopper, Bricker food shredder or any vegetable (tomato) slicing machine.

- Clean operate, or maintain the 10-3 Automatic Cooker.

I agree that if I am asked to do any of these things, I will call Human Resources at the phone number listed on the inside cover of my Employee Handbook.

Linnee Smith
(Sign your name here)

Manager sign and acknowledge: I have reviewed this information with the new employee:

(Manager sign here)

(Manager write the date here)

**Cash Control for Team Members and Delivery Drivers**

In accepting employment with KFC I understand that I can be immediately terminated (and possibly prosecuted) for any violation of KFC cash and inventory guidelines, including, but not limited to, the following examples:

- Failure to ring in customer checks immediately.
- Manipulating customer checks or coupons (including under-ringing and not ringing orders).
- Taking money from cash register or cash fund.
- Unauthorized removal of product or equipment.
- Any attempt to hide cash shortages.
- Any falsification of data on paperwork, store reports, or any KFC forms.
- Holding checks beyond the date received.
- Any form of floating cash receipts or change funds.
- Paid outs recorded but not transacted that same day.
- Cashing employee payroll or other personal checks in the register.
- If I am a Delivery Driver, failure to drop cash/cash out after each delivery run.

Linnee Smith
Team Member or Delivery Driver (Sign your name here)

KFC Uniform Agreement

I received the following uniform(s) from KFC. I understand and agree that, as a condition of my employment, I must return the uniforms to my manager when I terminate from KFC.

Linnee Smith
(Sign your name here)

Uniform	Date	Quantity	Date	Size
Shirt	3/15/03	1		
Pants/Belt	3/15/03	1		
Cap/Mixer	3/15/03	1		
Apron				
Name Tag	3/15/03	1		

Hazardous Communication Training

When you sign this form, you are acknowledging that you have been trained about: (1) how to identify hazardous chemicals, (2) how to read and understand product warning labels and MSDS's and where MSDS's are located, and (3) how to properly handle and use the chemicals you are exposed to. You are also confirming that you know the Written Hazard Communication Program and MSDS's are available for reading and referencing any time, either in the Hazardous Communications Manual and/or the Standards Library.

(Sign your name here AFTER you are trained) _____ Date _____

As an employee of KFC, you have to read the information on this page and sign your name.

Agreement to Arbitrate

Because of, among other things, the delay and expense which result from the use of court systems, KFC and I agree to use confidential binding arbitration for any claim that arises between me and KFC, its parent and affiliated corporations, and/or any of their current or former officers, directors, agents, and employees. Such claims would include any claims concerning compensation, employment (including, but not limited to, any claims concerning sexual harassment), or termination of employment. I also agree, before using this arbitration process, (i) first, to present any such claims in full written detail to the KFC Human Resources Department (ii) next, to pursue to completion any KFC internal review process; and (iii) finally, to pursue to completion any external administrative remedy (such as with the Equal Opportunity Commission). In any arbitration, the then prevailing rules of the American Arbitration Association (and, to the extent not inconsistent, the then prevailing rules of the Federal Arbitration Act) shall apply.

Amie Smith
(Sign your name here)

Receipt of Employee Handbook

This is to acknowledge that I have received a copy of the Employee Handbook. If I have any questions about the information, or guidelines contained in this handbook, I will call Human Resources at the phone number on the inside cover of my Employee Handbook.

Amie Smith
(Sign your name here)

Employee's Agreement Concerning Confidential Information

As a condition of employment by KFC USA, Inc., or its commonly owned affiliates ("KFC"), I agree as follows:

1. I will not disclose to anyone, other than officers or employees of KFC, either during or subsequent to my employment with KFC, any confidential information or materials relating to the business of KFC. For this purpose, confidential information or materials includes any information or materials not generally known or available to the public, and includes, without limitation, formulas, recipes, ingredients, preparation and cooking procedures, advertising/marketing plans, staffing plans and processes, planning and financial information, strategic plans, operating plans, suppliers, and equipment information. Upon the termination of my employment with KFC, I will immediately deliver to KFC all confidential information and materials I have relating to the business of KFC.

2. I hereby assign to KFC, without any additional compensation to me, exclusive ownership of all ideas I conceive during the period of my employment which relate in any way to the then existing or future business of KFC, together with all resulting tangible or intangible property and property rights, including, without limitation, all copyright, trademark, and patent rights. I agree to execute such documents as may be requested by KFC to further evidence this assignment.

Amie Smith
(Sign your name here)



Sexual Harassment and Discrimination Policy

I understand that KFC will not tolerate sexual harassment or discrimination. I agree not to sexually harass or discriminate against anyone.

If I am a victim of sexual harassment or discrimination, I understand that I am to call Human Resources immediately at the phone number listed on the inside cover of my Employee Handbook.

Amie Smith
(Sign your name here)

KFC Restaurant Cash and Security Guidelines For Management Trainees, Shift Supervisors, Assistant Unit Managers, and Restaurant General Managers

(Print your name here)

I have read and I understand the KFC Restaurant Cash and Security Guidelines, which will be discussed in my management training class. I also understand that I will be subject to these guidelines in cases of cash losses or violations of guidelines as specified in the Security sections of Volume 3 of the Standards Library, and that a breach of the KFC Restaurant Cash and Security Guidelines may result in corrective action up to and including termination of employment.

Amie Smith
(Sign your name here)

Delivery Driver Requirements (Delivery Restaurants Only)



Before a Delivery Driver can make deliveries, he or she must:

- ☐ Provide the following documentation:
 - ☐ Verify valid driver's license
 - ☐ Proof of insurance
 - ☐ Signed release to verify driver record
 - ☐ Driver Agreement
 - ☐ P.O.V. Form
- ☐ Complete Delivery Orientation
- ☐ Complete Driver Safety Orientation
- ☐ Complete Delivery Driver Training
- ☐ Complete Packer Training
- ☐ Complete Phone Operator Training
- ☐ Have a satisfactory background check completed
- ☐ Review Hospitality video

KFC Policy on Employment of Minors

- Do not hire anyone under age 16.
- At the time of hire, proof of age is required from all applicants under the age of 19.
- All new employees must sign the KFC Hours Worked and Meal Break Policy on the inside cover of this file.

KFC Hours Worked and Meal Break Policy

I understand that KFC will not tolerate failure to pay all employees for all hours worked, including overtime.

I understand that no employee may ever work without being clocked in.

I understand that employees must be clocked in:

- for work before or after a shift (such as to clean up or count a register),
- at the start of a shift (even if the store is not busy),
- for training,
- for running an errand for the store.

I understand that all overtime work must be paid as overtime, and that moving or shifting hours to the next week, or time off in exchange for overtime pay, is not allowed.

I understand that all employees must be given a meal break if they work more than 4 hours.

I also understand that employees must be paid for any meal break unless:

- the employee clocks out for at least 30 minutes,
- the employee does no work during the meal break (even if the restaurant is busy or the employee wants to work), and
- the employee is free to leave the restaurant during the break.

I agree to sign the Payroll Time Log Report (provided before every paycheck) after checking very carefully to make sure that my paycheck is for the correct amount. I understand that this KFC Hours Worked and Meal Break Policy requires me to do this.

I agree to call Human Resources at the phone number listed on the inside cover of my Employee Handbook if I am aware of any violation of this Policy, whether it concerns me or any of my co-workers.

Aimee Smith
(Sign your name here)

ATTACHMENT B TO EXHIBIT 3

PTEMPLOY
STORE Y301652

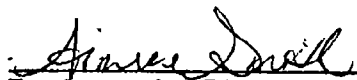
LABOR MANAGEMENT SYSTEM
Change of Status Form

Page 1
Wed Mar 05 15:53:53 2003

Name: SMITH, AIMEE C
Social Security Num: 417-13-2881
PDS ID : N New Sign-on: N
Address: 102STUART ST
Fax Number:
City, St. Zip: MONTGOMERY, AL 36105
Phone: 3343567452
Birth Date: 07/05/81
Hire Date: 03/05/03
EEOC: BLACK (not Hispanic
Sex : FEMALE
Marital Status: SINGLE
Borrowed Status: N
Pay Code: HOURLY
Home Store Num: Y301652
Status: ACTIVE
Job Title Code: TEAM MEMBER
Employee Code: NON-STUDENT/PARTTIM
Labor Code: TMLBR
Cost Center:
License# For Driver:
DJTC #: 353311
MRI Score> 60
PriorConvictionFlag: N
Pay Rates:
TMLBR 5.85
0.00
0.00
0.00

Withholding Info:

Tax Method	Marital	Exempt	Extra Amount
Federal :State : NORMAL	SINGLE	0	0.00


Employee's Signature

Second Level Manager


Manager's Signature

70072 (03/00)

W-4 Form

STATUS:		DATE OF HIRE:		HOURLY RATE:	
<input type="checkbox"/> NEW HIRE - Full Time		RESTAURANT ID:			
<input type="checkbox"/> REHIRE - Full Time					
<input type="checkbox"/> NEW HIRE - Part Time		REGION NAME:			
<input type="checkbox"/> REHIRE - Part Time					
		AREA/COACH CODE:			

<input type="checkbox"/> Team Member	<input type="checkbox"/> A - All Star	<input type="checkbox"/> B - Driver - Team Member	<input type="checkbox"/> O - Shift Supervisor
<input type="checkbox"/> S - Star	<input type="checkbox"/> D - Delivery Driver	<input type="checkbox"/> A - All Star Delivery Driver	<input type="checkbox"/> T - Shift Supervisor - Trainee
<input type="checkbox"/> Assistant Unit Manager	<input type="checkbox"/> Assistant Unit Manager - Trainee	<input type="checkbox"/> Restaurant General Manager	<input type="checkbox"/> Restaurant General Manager - Trainee

REMARKS	

DATE _____

DISTRIBUTION: White - Payroll Dept.; Yellow - Restaurant

SEXUAL HARASSMENT POLICY STATEMENT

KFC is committed to maintaining a work environment free of all forms of sexual harassment and will not tolerate any employee (including any Area Coach, Manager, Assistant, Shift Supervisor or Team Member) sexually harassing any other employee, customer or vendor. Every employee must obey this Sexual Harassment Policy and each employee is also responsible for making sure that it is observed by every other employee (whether a supervisor or co-worker) as well as vendors and customers.

WHAT IS SEXUAL HARASSMENT?

Sexual harassment is **unwelcome sexual advances**, or other **unwelcome verbal, physical or visual** (gestures, graffiti, pictures, etc.) **sexual conduct**. Sexual harassment can occur between employees, as well as between an employee and a customer or vendor. Some examples of sexual harassment include, but are not limited to, the following:

- Unwelcome comments (*about sexual parts of the body,*) gestures (*that signify sex acts,*) kidding and jokes (*about sex*) innuendo (*saying one thing but meaning something sexual,*) physical contact (*patting, pinching or brushing against,*) or other conduct of a sexual nature.
- Demands or pressure for sexual favors or activity.
- Promises or suggestions that you will get special treatment in return for sexual favors or activity.
- Threats or suggestions of unfavorable treatment for refusing to grant sexual favors or activity.
- Acts of a sexual nature which you are blackmailed or threatened in to performing or done to you by force.

WHAT SHOULD YOU DO ABOUT HARASSMENT

If you believe that you are a victim of sexual harassment or if you are a witness to sexual harassment of another, do the following:

- Tell the harasser that his/her conduct is offensive and to stop immediately (If you feel comfortable confronting the harasser.)
- Report the incident immediately to your manager. If you can't report the incident to your manager, then immediately call your Region Human Resources Leader at one of the following numbers:

Atlanta	770-990-4000, x4449	Florida	407-855-4281, x217
Baltimore/DC	410-712-0500, x117 or x134	Houston	281-449-8898, x201
Boston/Syracuse (Big East)	1-877-858-3235, x115	New York (Tri-State)	1-800-437-0375, x119 or x118
California (except San Diego)	949-224-6980	Philadelphia	610-354-8615, x117 or 410-712-0500 x117
Chicago (Upper Midwest) / Indy	630-791-2100, x205	Phoenix, Kansas City, Vegas & San Diego (Southwest)	480-491-5511, x120 or x112
Dallas / OK City	972-255-2800, x118	VA/NC/Louisville/Columbus	866-220-8238, x12
Detroit (Great Lakes)	734-462-2900, x22	The Network	1-800-241-5689

- You can also make a confidential report by calling The Network at 1-800-241-5689. The Network is an independent company which will take your call, send your complaint (anonymously if you prefer) to KFC for investigation and response, and report back to you with the result (unless you did not want to give them your name.)
- If you cannot do any of the above, send an Open Door Mailer (in the back of your employee handbook) to the KFC Restaurant Support Center.

WHAT KFC WILL DO ABOUT SEXUAL HARASSMENT

If you notify any manager, he/she will notify the Area Coach and Human Resources and promptly investigate, treating the matter as confidentially as possible. If you reported that a manager was involved in suspected sexual harassment, Human Resources will investigate the matter. KFC takes each report of sexual harassment seriously and if investigation confirms sexual harassment has occurred, corrective action will be taken, up to and including termination of employment. KFC forbids retaliation, and anyone taking any action against you (for reporting harassment or being a witness in a sexual harassment investigation) will receive corrective action, up to and including termination. Corrective action will also be taken against any manager who does not promptly investigate and take appropriate action when they get a complaint of sexual harassment.

Employee's Signature

Date

ACKNOWLEDGMENT

I acknowledge that I, Aimee Smith, have read and understand the
 (Print Name Clearly)
Restaurant Cash and Asset Security Guidelines. I also understand that I will be
 subject to these guidelines in cases of cash losses or violations of guidelines as
 specified in the Security sections of Volume 3 of the Standards Library, and that
 a breach of the Cash and Asset Security Guidelines may result in **CORRECTIVE**
 action up to and including termination of employment.

Aimee Smith _____ 3/5/03
 (Signature) (Unit#) (Date)

Position Title (check one):

- ☐ Area Coach (AC)
☐ Restaurant General Manager (RGM)
☐ Assistant Unit Manager (AUM)
☐ Shift Supervisor (SS)
☐ Management Trainee

ACs and RGMs ONLY

I have reviewed the above **Restaurant Cash and Asset Security Guidelines** with all my
current employees and will also review these Guidelines with all newly hired employees.

Aimee Smith _____ 3/5/03
 (Signature) (Unit#) (Date)

IMPORTANT: Answer All Questions and Print Responses Clearly Using a Black or Blue Pen.
Hiring Manager Tear Along Perforation.

\$5.85

PLEASE TELL US ABOUT YOU

Last Name: Smith First Name: Aimee MI: CA Preferred Name: Aimee

Current Address: 102 Smart St. City: Montgomery State: AL Zip: 36105 County: Montgomery Years There:

Most Recent Previous Address: City: State: Zip: County: Years There:

Social Security Number: 4-1-7-13-288-1 Telephone (Home): (334) 352-7452 Is This Your First Job? ☐ Yes ☒ No Are You 18 Or Older? ☒ Yes ☐ No

Fill In Circles Matching Your Social Security Number:

0	0	0	-	0	0	-	0	0	0	0
1	1	1	-	1	1	-	1	1	1	1
2	2	2	-	2	2	-	2	2	2	2
3	3	3	-	3	3	-	3	3	3	3
4	4	4	-	4	4	-	4	4	4	4
5	5	5	-	5	5	-	5	5	5	5
6	6	6	-	6	6	-	6	6	6	6
7	7	7	-	7	7	-	7	7	7	7
8	8	8	-	8	8	-	8	8	8	8
9	9	9	-	9	9	-	9	9	9	9

Telephone (cell, digital): e-Mail Address:

Do you have a Driver's License? ☐ Yes ☒ No

Driver's License #: State: Expiration Date:

How Did You Find Out About KFC?

☐ Referred by Friend ☒ Walked in ☐ Radio Ad

☐ Referred by KFC Employee ☐ Television Ad ☐ Newspaper Ad

☐ Banner / Sign ☐ Job Fair ☐ Internet

☐ Other:

WHAT WOULD YOU LIKE TO DO AT KFC?

Example: Customer Service, Food Preparation, Delivery, Management, Office, Other

Customer Service

☐ Full Time ☐ Part Time Starting Wage Desired \$ ☐ Hourly ☐ Annually

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Write In Hours Available Each Day	From <u>open</u>	From <u>in</u>	From <u>open</u>	From <u>in</u>	From <u>open</u>	From <u>open</u>	From <u>after</u>
	To <u>open</u>	To <u>school</u>	To <u>open</u>	To <u>school</u>	To <u>open</u>	To <u>open</u>	To <u>2 pm</u>

WHAT SCHOOLS HAVE YOU ATTENDED?

Name, City, State

	Name, City, State	From	To	Diploma Or Degree Received
High School	<u>Candler Senior High School</u> <u>2001 W Fairview Mont, AL</u>	<u>Ohio & NY Applicants</u>	<u>Do Not Complete</u>	<u>Advanced</u>
College	<u>ASU 915 S Jackson Mtn, AL</u>	<u>00</u>	<u>02</u>	
Other	<u>Adm Taylor Rd. Mont, AL</u>	<u>02 Fall</u>	<u>current</u>	

TWO MOST RECENT JOBS

Name Of Company And Address (including city and state) (If current employer, may we contact?) ☐ Yes ☐ No Telephone: Supervisor Name:

5005 Coliseum Blvd Montgomery, AL 36110 Winn Dine (334) 271-6450 Robert Lenn

Dates Worked: From 02 Mar To 02 Mar What Did You Do? Cashier Last Salary/Wage: \$ 0.00 ☐ Hourly ☐ Annually

Why Did You Leave? Hour of absence KFC USE ONLY: Verification Signature & Date:

Name Of Company And Address (including city and state) (If current employer, may we contact?) ☐ Yes ☐ No Telephone: Supervisor Name:

T.G. T. Fridays 3701 E Blvd Mont, AL 36107 (334) 215-1855 Darius Brown

Dates Worked: From 01 Dec To 20 Dec What Did You Do? hostess, run food, fix drinks set up for punch Last Salary/Wage: \$ 3.13 ☐ Hourly ☐ Annually

Why Did You Leave? another job KFC USE ONLY: Verification Signature & Date:

MISCELLANEOUS INFORMATION

Emergency Contact Name: Michelle Fells Relationship: mother Telephone: (1) 352-7452 Address: 102 Smart St.

Complete the following if you have worked for KFC before, or previously applied for work at KFC.

Hired? ☐ Yes ☐ No If Hired, Dates Of Employment: From: To: Location (City, State):

KFC provides equal employment opportunities without regard to race, sex, age, national origin, citizenship, religion, disability, sexual orientation, or veteran status, and will make reasonable accommodations for disabled applicants and qualified new hires.

WHO ELSE CAN TELL US ABOUT YOU?			
Name	Relationship	City, State	Telephone
Paula Williams	friend	Murphy, AL	Home: (834) 222-2052 Work: ()
Thomas Farrell	friend	Murphy, AL	Home: () Work: (834) 222-3030
Edwin Brooks	friend	Tuskegee, AL	Home: (834) 222-2242 Work: ()

OTHER INFORMATION ABOUT YOURSELF Please indicate your responses by filling in the correct circle ()

1. ☐ Yes ☒ No Within the last 7 years, have you been convicted of, or released from jail or prison for, a crime involving violence, sex, minors, theft, property damage, or drugs?*

*Crimes include felonies, misdemeanors, and other violations of the law. Massachusetts residents, do not respond "yes" for misdemeanor convictions more than 5 years old, or first misdemeanor convictions for simple assault or disturbance of the peace; Nevada residents, do not respond "yes" for misdemeanor convictions which did not result in imprisonment.

2. ☐ Yes ☒ No Are you currently charged with a crime involving violence, sex, minors, theft, property damage, or drugs? *

3. ☐ Yes ☒ No If you are not applying for a Delivery Driver position answer No to this question. If you are applying for a Delivery Driver position, have you had more than one moving violation / ticket within the last 12 months, or been convicted of, or released from prison for, driving under the influence of drugs or alcohol within the last 7 years?

Conviction of a crime will not necessarily disqualify you from consideration for employment and will be considered only as it relates to the job in question.

AGREEMENT Please read, sign and date below.

Nature of My Employment. If I work for KFC, I agree that I will be an at will employee, which means that either I or KFC may end my employment at any time, with or without cause or notice. I agree that no written materials or verbal statements by KFC will constitute an express or implied contract of employment, and that this at will relationship could only be modified in writing identifying me by name and signed by the Chief Officer of KFC. I agree that I will treat confidentially all information I will learn in the course of my employment with KFC.

My Participation in KFC's Drug Free Environment. I am not a current user of illegal drugs, and I agree I will never work under the influence of drugs or alcohol. I agree to submit to any lawful test for illegal use of drugs, or working under the influence of alcohol. I agree that KFC may refuse to hire me, or may terminate my employment, if I fail, or refuse to submit to, such a test at any time.

My Records and References. There is nothing in my background that would cause a risk to KFC's customers, employees, or property. I have not committed an act of violence, harassment or discrimination within the last 7 years. I authorize KFC to conduct reference checks, criminal and driving records checks, and other consumer report investigations, including personal interviews and other information relating to my character, general reputation and credit, personal characteristics and mode of living. I agree to sign such authorizations and/or disclosures as KFC requests from time to time concerning such background checks and investigations, and that KFC may refuse to hire me, or may terminate my employment, if I refuse to immediately sign any such form upon request. I release all parties from any liability from providing such information to KFC. Upon written request, additional information about investigation(s) will be provided.

The information I have given on this application is true and complete. I agree to promptly notify KFC if I am later charged with or convicted of a crime or (if I am a delivery driver) a driving offense. I agree that any false information or omission allows KFC to refuse to hire me, or to terminate my employment. I agree that a photocopy or imaged copy of this signed agreement will be as valid and enforceable as the original.

ARBITRATION OF EMPLOYEE RIGHTS

Because of the delay and expense of the court systems, KFC and I agree to use confidential binding arbitration for any claims that arise between me and KFC, its related companies, and/or their current or former employees. Such claims would include any concerning compensation, employment (including, but not limited to any claims concerning sexual harassment), or termination of employment. Before arbitration, I agree: (i) first, to present any such claims in full written detail to KFC; (ii) next, to complete any KFC internal review process; and (iii) finally, to complete any external administrative remedy (such as with the Equal Employment Opportunity Commission). In any arbitration, the then prevailing rules of the American Arbitration Association (and, to the extent not inconsistent, the then prevailing rules of the Federal Arbitration Act) will apply.

Applicant's Signature Edwin Brooks Date 3/5/03

INFORMATION FOR MARYLAND RESIDENTS

UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND ANY APPLICANT FOR EMPLOYMENT OR PROSPECTIVE EMPLOYMENT OR ANY EMPLOYEE TO SUBMIT TO OR TAKE A POLYGRAPH, LIE DETECTOR, OR SIMILAR TEST OR EXAMINATION AS A CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. ANY EMPLOYER WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT TO EXCEED \$100.

I have read and understand the foregoing notice concerning my rights under Maryland law with respect to polygraph tests.

Applicant's Signature: _____

KFC USE ONLY	Signature of Hiring Manager	Store ID #	Date	Initial after verifying docs proving age of person under 18	Mgr Initials
➔					

ATTACHMENT C TO EXHIBIT 3

Name Nellie Knight Restaurant # 4301652
 Employment Date 2-3-02 Termination Date _____

117-5054



Employee File Folder

What is your title?

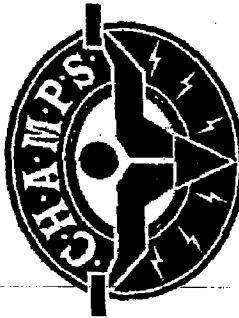
- ☐ Team Member
- ☐ Shift Leader
- ☐ Delivery Driver
- ☐ Assistant Unit Manager
- ☐ Restaurant General Manager
- ☐ Management Trainee

This Personnel File Must Contain:

- ☐ Yellow copy of the completed Employment Application
- ☐ Receipt of Employee Handbook
- ☐ Completed I-9 Form
- ☐ Completed W-4 Form
- ☐ Employment Inventory
- ☐ Interview Guide
- ☐ Work Permit (if required)
- ☐ Trends Mates Shoe Program form (voluntary)
- ☐ Food Handling Permit (if required)
- ☐ Signatures (where required on this file folder)

Hired at New Employee

It contains information concerning
 mail delivered by the KFC



Cleanliness
Hospitality
Accuracy
Maintenance
Product Quality
Speed

ALL EMPLOYEES must fill out and sign these forms:

- ☐ Employment Application
 - ☐ I-9 Form
 - ☐ W-4 Form
 - ☐ Employee Handbook Receipt (from the handbook)
 - ☐ Sexual Harassment Policy Statement
- All Shift Leaders, Management Trainees, Assistant Unit Managers, and Restaurant General Managers must fill out and sign these forms:**
- ☐ KFC Restaurant Cash and Security Guidelines
 - ☐ New Hire Profile (RGM, AUM, and Management Trainees only)

ALL EMPLOYEES must sign these areas on the Employee File Folder:

- ☐ KFC Hours Worked and Meal Break Policy
 - ☐ KFC Equipment Restrictions
 - ☐ KFC Uniform Agreement
 - ☐ Hazardous Communication Training
 - ☐ Agreement to Arbitrate
 - ☐ Employee's Agreement Concerning Confidential Information
 - ☐ Sexual Harassment and Discrimination Policy
 - ☐ Receipt of Employee Handbook
- All Team Members and Delivery Drivers must sign this area on the Employee File Folder:**
- ☐ Cash Control for Team Members and Delivery Drivers

Name Melonna Knight Restaurant # 1301652
 Employment Date 2-3-02 Termination Date _____

KFC Equipment Restrictions

I understand that employees under 18 cannot:

- Operate a motor vehicle for company business or work as driver helpers.
- Operate a power-driven bakery machine, like the Hobart mixer.
- Clean, operate, or maintain the Hobart food chopper, Bricker food shredder, or any vegetable (tomato) slicing machine.
- Clean, operate, or maintain the 10-3 Automatic Cooker.

I agree that if I am asked to do any of these things, I will call Human Resources at the phone number listed on the inside cover of my Employee Handbook.

(Sign your name here)

Manager sign and acknowledge: I have reviewed this information with the new employee:

(Manager sign here)

(Manager write the date here)



Cash Control for Team Members and Delivery Drivers

In accepting employment with KFC I understand that I can be immediately terminated (and possibly prosecuted) for any violation of KFC cash and inventory guidelines, including, but not limited to, the following examples:

- Failure to ring in customer checks immediately.
- Manipulating customer checks or coupons (including under-ringing and not ringing orders).
- Taking money from cash register or cash fund.
- Unauthorized removal of product or equipment.
- Any attempt to hide cash shortages.
- Any falsification of data on paperwork, store reports, or any KFC forms.
- Holding checks beyond the date received.
- Any form of floating cash receipts or change funds.
- Paid outs recorded but not transacted that same day.
- Cashing employee payroll or other personal checks in the register.
- If I am a Delivery Driver, failure to drop cash/cash out after each delivery run.

Melonna Knight
 Team Member or Delivery Driver (Sign your name here)

KFC Uniform Agreement

I received the following uniform(s) from KFC: I understand and agree that, as a condition of my employment, I must return the uniforms to my manager when I terminate from KFC.

Melonna Knight
 (Sign your name here)

Uniform	Quantity	Date	Date	Size
Shift		02/28/02		XL
Pants/Belt		02/28/02		16
Cap/Visor				
Apron				
Name Tag				

Hazardous Communication Training

When you sign this form, you are acknowledging that you have been trained about: (1) how to identify hazardous chemicals, (2) how to read and understand product warning labels and MSDS's and where MSDS's are located, and (3) how to properly handle and use the chemicals you are exposed to. You are also confirming that you know the Written Hazard Communication Program and MSDS's are available for reading and referencing any time, either in the Hazardous Communications Manual and/or the Standards Library.

Melonna Knight
 (Sign your name here AFTER you are trained) Date _____

As an employee of KFC, you have to read the information on this page and sign your name.

Agreement to Arbitrate

Because of, among other things, the delay and expense which result from the use of court systems, KFC and I agree to use confidential binding arbitration for any claim that arises between me and KFC, its parent and affiliated corporations, and/or any of their current or former officers, directors, agents, and employees. Such claims would include any claims concerning compensation, employment (including, but not limited to, any claims concerning sexual harassment), or termination of employment. I also agree, before using this arbitration process (i) first, to present any such claims in full written detail to the KFC Human Resources Department (ii) next, to pursue to completion any KFC internal review process; and (iii) finally, to pursue to completion any external administrative remedy (such as with the Equal Opportunity Commission). In any arbitration, the then prevailing rules of the American Arbitration Association (and, to the extent not inconsistent, the then prevailing rules of the Federal Arbitration Act) shall apply.

Melrommie L. Knight
(Sign your name here)

Receipt of Employee Handbook

This is to acknowledge that I have received a copy of the Employee Handbook. If I have any questions about the information, or guidelines contained in this handbook, I will call Human Resources at the phone number on the inside cover of my Employee Handbook.

Melrommie L. Knight
(Sign your name here)

Employee's Agreement Concerning Confidential Information

As a condition of employment by KFC USA, Inc., or its commonly owned affiliates ("KFC"), I agree as follows:

1. I will not disclose to anyone, other than officers or employees of KFC, either during or subsequent to my employment with KFC, any confidential information or materials relating to the business of KFC. For this purpose, confidential information or materials includes any information or materials not generally known or available to the public and includes, without limitation, formulas, recipes, ingredients, preparation and cooking procedures, advertising, marketing plans, staffing plans and processes, planning and financial information, strategic plans, operating plans, suppliers, and equipment information. Upon the termination of my employment with KFC, I will immediately deliver to KFC all confidential information and materials I have relating to the business of KFC.

2. I hereby assign to KFC, without any additional compensation to me, exclusive ownership of all ideas I conceive during the period of my employment which relate in any way to the then existing or future business of KFC, together with all resulting tangible or intangible property and property rights, including, without limitation, all copyright, trademark, and patent rights. I agree to execute such documents as may be requested by KFC to further evidence this assignment.

Melrommie L. Knight
(Sign your name here)



Sexual Harassment and Discrimination Policy

I understand that KFC will not tolerate sexual harassment or discrimination. I agree not to sexually harass or discriminate against anyone.

I am a victim of sexual harassment or discrimination. I understand that I am to call Human Resources immediately at the phone number listed on the inside cover of my Employee Handbook.

Melrommie L. Knight
(Sign your name here)

KFC Restaurant Cash and Security Guidelines

For Management Trainees, Shift Supervisors, Assistant Unit Managers, and Restaurant General Managers

Melrommie L. Knight
(Print your name here)

I have read and understand the KFC Restaurant Cash and Security Guidelines, which will be discussed in my management training class. I also understand that I will be subject to these guidelines in cases of cash losses or violations of guidelines as specified in the Security sections of Volume 3 of the Standards Library, and that a breach of the KFC Restaurant Cash and Security Guidelines may result in corrective action up to and including termination of employment.

Melrommie L. Knight
(Sign your name here)

Delivery Driver Requirements (Delivery Restaurants Only)



Before a Delivery Driver can make deliveries, he or she must:

- ☐ Provide the following documentation:
 - ☐ Verify valid driver's license
 - ☐ Proof of insurance
 - ☐ Signed release to verify driver record
 - ☐ Driver Agreement
 - ☐ P.O.V. Form
- ☐ Complete Delivery Orientation
- ☐ Complete Driver Safety Orientation
- ☐ Complete Delivery Driver Training
- ☐ Complete Packer Training
- ☐ Complete Phone Operator Training
- ☐ Have a satisfactory background check completed
- ☐ Review Hospitality video

KFC Policy on Employment of Minors

- Do not hire anyone under age 16.
- At the time of hire, proof of age is required from all applicants under the age of 19.
- All new employees must sign the KFC Hours Worked and Meal Break Policy on the inside cover of this file.

KFC Hours Worked and Meal Break Policy

I understand that KFC will not tolerate failure to pay all employees for all hours worked, including overtime.

I understand that no employee may ever work without being clocked in.

I understand that employees must be clocked in:

- for work before or after a shift (such as to clean up or count a register),
 - at the start of a shift (even if the store is not busy),
 - for training,
 - for running an errand for the store.
- I understand that all overtime work must be paid as overtime, and that moving or shifting hours to the next week, or time off in exchange for overtime pay, is not allowed.
- I understand that all employees must be given a meal break if they work more than 4 hours.
- I also understand that employees must be paid for any meal break unless:
- the employee clocks out for at least 30 minutes,
 - the employee does no work during the meal break (even if the restaurant is busy or the employee wants to work), and
 - the employee is free to leave the restaurant during the break.

I agree to sign the Payroll Time Log Report (provided before every paycheck) after checking very carefully to make sure that my paycheck is for the correct amount. I understand that this KFC Hours Worked and Meal Break Policy requires me to do this.

I agree to call Human Resources at the phone number listed on the inside cover of my Employee Handbook if I am aware of any violation of this Policy, whether it concerns me or any of my co-workers.

Mulennia Knight
(Sign your name here)

ATTACHMENT D TO EXHIBIT 3

Name Michelle Falls Restaurant #
 Employment Date 03-25-03 Termination Date

1175778
 ACTIVE-430152



Employee File Folder



What is your title?

- ☐ Team Member
- ☐ Shift Leader
- ☐ Delivery Driver
- ☐ Assistant Unit Manager
- ☐ Restaurant General Manager
- ☐ Management Trainee

Hiring New Employees

The restaurant manager must complete the hiring process to the RSC



- Cleanliness**
- Hospitality**
- Accuracy**
- Maintenance**
- Product Quality**
- Speed**

This Personnel File Must Contain:

- ☐ Yellow copy of the completed Employment Application
- ☐ Receipt of Employee Handbook
- ☐ Completed I-9 Form
- ☐ Completed W-9 Form
- ☐ Employment Inventory
- ☐ Interview Guide
- ☐ Work Permit (if required)
- ☐ Trends/Mates Shoe Program form (voluntary)
- ☐ Food Handling Permit (if required)
- ☐ Signatures (where required on this file folder)

- ☐ All EMPLOYEES must fill out and sign these forms:
 - ☐ Employment Application
 - ☐ I-9 Form
 - ☐ W-9 Form
 - ☐ Employee Handbook Receipt (from the handbook)
 - ☐ Sexual Harassment Policy Statement
- All Shift Leaders, Management Trainees, Assistant Unit Managers, and Restaurant General Managers must fill out and sign these forms:
 - ☐ KFC Restaurant Cash and Security Guidelines
 - ☐ New Hire Profile (RCM, ADM, and Management Trainees only)
- All EMPLOYEES must sign these areas on the Employee File Folder:
 - ☐ KFC Hours Worked and Meal Break Policy
 - ☐ KFC Equipment Restocking
 - ☐ KFC Uniform Agreement
 - ☐ Hazardous Communication Training
 - ☐ Agreement to Arbitrate
 - ☐ Employee's Agreement Concerning Confidential Information
 - ☐ Sexual Harassment and Discrimination Policy
 - ☐ Receipt of Employee Handbook
- All team members and delivery drivers must sign this section of the Employee File Folder:
 - ☐ Cash Control for Team Members and Delivery Drivers

Part 16 1330

3/2/06

Name Micheline Falls Restaurant # _____
 Employment Date 03-25-03 Termination Date _____

KFC Equipment Restrictions

Understand and direct employees under 18 to not:

- Operate a motor vehicle for company business or work as driver/helpers.
- Operate a power-driven bakery machine, like the Elberta mixer.
- Clean or grate or mix in the Hobart food chopper, Butler food shredder or any vegetable (tomato) slicing machine.
- Clean, operate or maintain the 100 automatic cooker.

Payee that I am asked to do any of these things. I will call Human Resources at the phone number listed on the inside cover of my employee handbook.

Micheline Falls
 (Sign your name here)

Manager sign and acknowledge I have reviewed this information with the new employee.

 (Manager sign here)

 (Manager write the date here)



Cash Control for Team Members and Delivery Drivers

Accepting employment with KFC I understand that I can be immediately terminated (and possibly prosecuted) for any violation of KFC cash and inventory guidelines, including but not limited to, the following examples:

- Failure to sign an customer check immediately.
- Misplacing customer checks or coupons (including undersinging and not signing orders).
- Taking money from cash register or cash fund.
- Unauthorized removal of product or equipment.
- Any attempt to hide cash shortages.
- Any falsification of data on paperwork, store reports, or any KFC forms.
- Endling checks beyond the date received.
- Any form reflecting cash receipts or change funds.
- Paid out recorded but not transferred at the same day.
- Cashing employee payroll or other personal checks in the register.
- If I am a Delivery Driver, failure to drop cash out after each delivery run.

Team Member or Delivery Driver (Sign your name here)

KFC Uniform Agreement

I have saved the following uniform(s) from KFC under and agree that as a condition of my employment, I must return the uniform(s) to my manager when I terminate from KFC.

Micheline Falls
 (Sign your name here)

Uniform	Size	Color	Quantity	Sign
Shirt				
Pants/Belt				
Cap/Misc				
Apron				
Name Tag				

Hazardous Communication Training

When you sign this form, you are acknowledging that you have been trained about (a) how to identify hazardous chemicals, (b) how to read and understand product warning labels and MSDSs and where MSDSs are located, and (c) how to properly handle and use chemicals you are exposed to. You are also confirming that you know the Hazardous Communication Program and MSDSs are available for reading and referencing any time, either in the Hazardous Communications Manual and/or in the Standards Library.

Micheline Falls
 (Sign your name here AFTER you are trained) Date _____

As an employee of UFL, you have to read the information on this page and sign your name.

Agreement to Arbitrate

[illegible]

Rockline Radio
Sign your name here!

(Sign your name here)

Receipt of Employee Handbook

This is to acknowledge that I have reserved a copy of the Employee Handbook. I may have questions about the information or guidance contained in this handbook. I will call Human Resources at the phone number on the inside cover of my handbook.

Richard Ralls
Sign your name here!

Sign your name here!

**Employee's Agreement Concerning
Confidential Information**

As a condition of employment by KRC USA, Inc., artists commonly owned affiliates ("KRC"), signers follows:

I will not disclose to any one of the officers or employees of KRC either directly or indirectly, my employment with KRC any confidential information or materials relating to the business of KRC. For this purpose confidential information or materials include any information or materials, whether known or available to the public, and included, with or without a label, formula, recipes, blueprint, preparation and cooking procedures, advertising, marketing plans, staffing plans and processes, planning and financial information, strategic plans, operating plans, suppliers and equipment information. Upon the termination of my employment with KRC, I will immediately deliver to KRC all confidential information and materials I have related to the business of KRC.

22. Thereby assign to KFC, with any additional compensation to me, exclusive ownership of all cases/conservation during period of my

It's not a matter of if, but when.

employment without the many ways to defend existing or future business of QVC together with all assets, strengths and/or intangible properties, and proprietary rights, including, without limitation, all copyright, trademark, and patent rights, if any to which such defendant claims as may be applicable; QVC can furnish evidence of this assignment.

Michelle Rallo

(Sign your name here)

Sexual Harassment and Discrimination Policy

I understand that LSC will not tolerate sexual harassment or discrimination. I agree not to sexual, harass or discriminate against anyone. I am a victim of sexual harassment or discrimination. I understand that I am to call Human Resources immediately at the phone number listed on the inside cover of my Personnel Handbook.

Michaela Kallio
(Sinn: your name here)

(Sign your name here)

KFC Restaurant Cash and Security Guidelines
For Management Trainees, Shift Supervisors,
Assistant Unit Managers, and Restaurant General
Managers

Michelle Ralls
(Print your name here)

Print your name here!

they've decided to understand the KGB's burial cash and Security Guidelines, which will be discussed Monday in an extraordinary session to understand that it will be in the interests of the state to understand the security of the guidelines and the interests of the state to be able to understand the guidelines as specified in the Security Guidelines of Volume 3 of the State's Library and Archives of the KGB's burial cash and Security Guidelines may result in a correction on board.

Michaelmo Kallu
(Sign your name here)

(အဘယ့်သဘောမျိုးဖြစ်သနည်း)



KFC Delivery Driver Requirements (Delivery Restaurants Only)

Before Delivery Driver can make deliveries, he or she must provide the following documentation:

- ☐ Valid driver's license
- ☐ Proof of insurance
- ☐ Signed release to verify driver record
- ☐ Driver Agreement
- ☐ BOV Form
- ☐ Complete Delivery Orientation
- ☐ Complete Driver Safety Orientation
- ☐ Complete Delivery Driver Training
- ☐ Complete Reacker Training
- ☐ Complete Phone Operator Training
- ☐ Have a satisfactory background check completed
- ☐ Review Hospitality video

KFC Policy on Employment of Minors

- Do not hire anyone under age 16.
- At the time of hire, proof of age is required from all applicants under the age of 19.
- All new employees must sign the KFC Hours Worked and Meal Break Policy on the inside cover of this file.

KFC Hours Worked and Meal Break Policy

I understand that KFC will not tolerate failure to pay all employees for all hours worked, including overtime.

I understand that no employee may ever work without being clocked in.

I understand that all employees must be clocked in:

- for work before or after a shift (such as to clean up or count a register)
- at the start of a shift (even if the store is not busy)
- for training
- for running errands for the store

I understand that all overtime work must be paid as overtime, and that moving or shifting hours to the next week or time of the change (or overtime pay) is not allowed.

I understand that all employees must be given a meal break in the work more than 4 hours.

I also understand that employees must be paid for any meal break unless:

- the employee does not eat at least 30 minutes
- the employee does not work during the meal break (even if the restaurant is busy or the employee wants to work), and
- the employee does not leave the restaurant during the break.

I agree to sign the pay stub time log. Report (provided for us every pay date) after checking very carefully to make sure that my paycheque is for the correct amount. I understand that this KFC Hours Worked and Meal Break Policy requires me to do this.

I agree to call Human Resources at the phone number listed on the inside cover if any employee hands out his or her advance of any violation of this Policy without some instruction of my co-workers.

Nichole Rallo
(Sign your name here)